DIVORCE MEDIATION QUESTIONNAIRE

1. Your Full Name:_____
   Date of Birth:_____
   Address:_____
   City:_____ State:_____ Zip:_____
   Cell phone:_____
   E-mail address:_____

2. Date of Marriage:_____ City & State:_____
   Continuous SC Residence since:_____
   Are you and your spouse living together?_____
   Date of Separation:_____

3. Children:

Name(s):	Date of Birth:	Age:	Living With:
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Is there a dispute involving the children? Yes_____ No_____

4. Employment:
Are you employed?_____ Employer:_____
Employed Since:_____ Position:_____
Salary_____ Years of Education/Degrees:_____

Is your spouse employed?_____ Employer:_____
Employed Since:_____ Position:_____
Salary_____ Years of Education/Degrees:_____

5. Do you have an interest in reconciliation? Yes_____ No_____

6. Are you presently in therapy or counseling? Yes_____ No_____
   If yes, with whom?_____

7. Attorney's Name:_____

8. Who referred you to mediation?_____
   Do you have any objection to our acknowledging this referral? Yes_____ No_____

9. Are there joint bank accounts to which your spouse has access?_____
   Does your spouse have credit cards for which you are responsible?_____

10. Date you completed this form:_____

FAMILY MEDIATION—HOW DOES IT WORK?

What is Family Mediation?

Family mediation is a confidential decision-making process in which a neutral facilitator assists parties in reaching informed settlement of questions arising from separation, divorce, or other family legal conflicts. Any decisions are made by the parties themselves, and no legal rights are waived.

What issues can be mediated?

The Family Court mandates mediation of all contested divorce cases in of South Carolina. Issues which can be addressed in mediation include parenting, child support and alimony, the division of assets and allocation of debt, prenuptial agreements, post-decree custody questions and other family legal issues.

Who participates?

Parties usually meet with a mediator in a series of conferences. These conferences can take place with or without attorneys present. I usually do mediations without attorneys present. Other people can participate only if everyone agrees to their presence. Everyone who participates is bound by the confidentiality rules of the mediation process.

What to bring to your Mediation Sessions:

It is helpful but not required that you bring W-2 forms, tax records, and pay stubs. It is helpful to bring a list of assets and debts, including 401K or other retirement plans; appraised value of your home and how much is owed on the mortgage, and credit card balances. Costs for day care and health insurance premiums you pay for your children (not including the parents) are necessary for calculating Child Support.

What role to attorneys play in Family Mediation?

The mediator encourages each party to consult with an attorney, and, at a minimum, to have an attorney review any agreement before the agreement is signed by the parties and submitted to the Family Court for approval. Attorneys may prepare documents and participate in court hearings. The attorney's role will be determined by the attorney and the client.

What is included in the Agreement to Mediate?

The parties sign an Agreement to Mediate which provides for the confidentiality of the process, the agreement of both parties to produce records requested by the mediatory, payment of the mediator's fees, and protection of the mediator from subpoena or other involvement in litigation.

What is the mediator's role?

A mediator facilitates discussion of issues but does not make decisions about the settlement. In divorce mediation, the mediator will have a limited understanding of the history and breakdown of the marriage, but will not assign questions of fault. Although the mediator has an obligation to insure that a fair decision-making process takes place, the mediator cannot insure that the terms of an Agreement are fair. The mediator will see the parties in separate rooms or terminate mediation if the parties cannot have a reasonably balanced discussion.

The mediator will focus discussion on planning for the future and will try to identify common interests of the parties. With the mediator, parents discuss various options and decide what plans will be best for their children and for them as parents. Using financial information provided by the parties, an information base is developed to determine appropriate arrangements for child support, the division of property, and planning for future family needs, such as college education and retirement.

The mediator may suggest that certain questions be referred to an accountant, an appraiser, a therapist, or another professional consultant—such as the tax impact of selling a home, the value of property, or planning for a child with a disability.

What training is required to be a mediator?

In South Carolina a family mediator must be a licensed attorney or mental health professional in good standing and must compete a 40-hour family mediation course to appear on a court-certified list of mediators. Mediation training, however, is available to anyone, and parties may select a mediator who is neither an attorney nor a mental health professional. Ethical standards prevent an attorney mediator from providing legal advice to mediation clients and prevent a mental health professional from providing therapy to mediation clients. Divorce mediators receive instruction in family law and will discuss principles of family law with clients in a general fashion.

How long does mediation take?

The complexity of issues and work done by the parties and their attorneys outside mediation will affect the time needed for mediation. Mediation sessions are generally scheduled in two-hour blocks of time to allow for full discussion of complex issues. Depending on the issues and the level of agreement by the parties, mediation can generally be completed in less than four two-hour sessions.

How much does mediation cost?

Mediators usually charge hourly fees which are shared by the parties. However, I charge a flat rate of $1000 for each mediation. This rate includes up to six sessions of mediation and up to three drafts of written Agreements. Arrangements for payment

should be made in advance between the parties and with the mediator. Negotiation in mediation is usually significantly less expensive than negotiations through attorneys. Mediation sometimes requires more time and work from the parties themselves.

When is mediation not appropriate?

Mediation is not appropriate if the parties cannot speak honestly and freely to each other, with the mediator's assistance, because of emotional instability, intimidation, or lack of ability to understand the process. A history of physical abuse or substance abuse during the marriage should be disclosed to the mediator prior to beginning the process.

What are the benefits of mediation?

The children who adjust best to divorce are those who have substantial continuing contact with both parents and whose parents provide a healthy model for resolving conflicts. Mediation promotes theses values and allows the discussion of family concerns and creative settlement alternatives which may not be considered by attorneys and in court decisions. Research indicates that the terms of mediated settlements are similar to court orders and attorney-negotiated agreements, although there tend to be more joint custody plans and more detailed parenting plans in mediated agreements.

Mediation is private and practical and gives clients control of the expenses and the timing of their negotiations. Mediated agreements help preserve relationships between parties and have somewhat better "staying power" than court-ordered structures or traditionally negotiated settlements. Attorneys provide a safety net for clients, and no legal rights are waived by participation in mediation.

RULES OF MEDIATION

The parties agree to notify the mediator at the first session if the history of their relationship includes physical abuse, alcohol or drug abuse, or severe emotional disorder on the part of either party.

All decisions made in the mediation process concerning legal issues and agreements between the parties are the responsibility of the parties. The mediator is responsible for the control of the process and offers solutions where appropriate. The mediation process will be conducted in the manner that the mediator believes will most expeditiously permit full discussion and resolution of the issues. The mediator will assist the parties in fully discussing and understanding each issue before agreements are made so that both parties arrive at solutions they deem fair and equitable. The mediator can terminate the process at any time he or she deems necessary or appropriate.

The mediator assumes that children have a right to love and respect both parents, and a right to have both parents participate in his or her life as fully as possible.

The mediator will not give legal or financial advice. The mediator specifically urges the parties to obtain legal and other assistance necessary to make informed decisions.

Any agreements made in a session are not final until signed by a judge. Interim agreements may be made and serve as "good faith" guidelines; they are not binding unless signed by a judge. The mediator may nonconcur in an agreement made by the parties on any issue and so note the nonconcurrence on the final written agreement.

All communications, documents, and work notes made or used in mediation are confidential. The parties shall maintain the confidentiality of the mediation and shall not rely on, or introduce as evidence in any arbitral, judicial or other proceeding, any oral or written communications having occurred in a mediation proceeding, including, but not limited to:

A) Views expressed or suggestions made by another party with respect to a possible settlement of the dispute.

B) Admissions made by another party in the course of the mediation proceeding.

C) Proposals made or views expressed by the mediator.

D) The fact that another party had or had not indicated willingness to accept a proposal or settlement.

E) Records, reports or other documents created solely for use in the mediation.

Through the adoption of these rules, the parties agree that they will not call the mediator as a witness in any litigation of any kind regarding these mediation sessions, and , in like manner, the parties shall be stopped from calling as a witness any neutral experts and other professionals involved in the mediation process.

Exceptions to confidentiality are as follows. Should the mediator become aware of child abuse, child neglect, suspicion of bodily harm, or violence to another person during the course of mediation, then the mediator is obliged as one dedicated to preserving the physical well-being of adults and the best interest of the child to report such abuse to the proper authorities. Threats of harm or attempts to inflict physical harm made during the mediation sessions shall not be deemed confidential.

The parties agree to fully disclose to the other and to the mediator all information and writings as requested by the mediator, including financial statements, income tax returns, etc., and all information requested by the other party if the mediator finds that such other disclosure is appropriate to the mediation process and may aid the parties in reaching a settlement. At the conclusion of the mediation process, the parties may find that attorneys will request further verification and disclosure in order to aid their review and implementation of their decisions in mediation and the parties agree to provide such information at the request of the other party. Likewise, at the conclusion of mediation, the parties agree to sign a notarized statement declaring that they have fully and truthfully disclosed all information concerning assets, liabilities, and income.

The preparation of budgets by each party is an essential part of the mediation process. If either party fails or refuses to prepare a budget adequately reflecting his/her needs, the mediator shall have the option of suspending mediation of related issues.

The fee for Mediation is $1000. This fee includes up to six hours of face-to-face meetings, usually scheduled in two-hour increments. Up to four drafts are included in the fee. A fee of $100 will be levied against the total fee for any cancellations made to sessions with less than 24 hours notice. Half of the total fee is due at the first mediation session; the remainder is due prior to the delivery of a final Mediated Agreement or after six sessions. If a final Agreement is not reached, the remaining balance is due at the final mediation session.

Parties are asked not to communicate with their mediator outside of the working session about any issues of substance associated with the dispute. Procedural questions are permitted. Parties are encouraged to discuss with the mediator, either in sessions or in private, any concerns related to either their physical or emotional safety and well-being as it relates to the mediation process. Parties will be charged for the time the mediator spends in or outside the sessions dealing with the above issues.

At the conclusion of the mediation sessions the mediator will draft a detailed memorandum setting forth the decisions agreed upon by the parties in mediation. The Memorandum of Agreement will contain background information about the parties and will set forth the factual information relied upon by the parties in reaching settlement. The parties understand that these Rules will be incorporated into an Agreement to Mediate signed before beginning the mediation sessions.

AGREEMENT TO MEDIATE

This AGREEMENT TO MEDIATE is signed by the parties and the mediator to create and clarify the mediation relationship. I agree and understand:

1) This agreement reflects each party's sincere intention to be fair and equitable during mediation and to provide full financial disclosure.

2) All parties understand that the mediator is a neutral facilitator and does not represent any party. The mediator is protected from subpoena or other involvement in litigation related to this family court action.

3) The mediator does not provide legal or financial advice or psychological counseling. Each party is encouraged to retain independent legal counsel to review any written agreement reached in mediation.

4) Each party acknowledges receipt of a copy of the "Rules of Mediation." They also acknowledge and agree to abide by these Rules. The Rules herein are incorporated as part of this AGREEMENT TO MEDIATE.

5) The mediator will be compensated at the rate of $1000. This fee will include up to six hours of face-to-face time with the mediator and writing up to four drafts. Payment for mediation will be made at the first session ($500) and prior to the conclusion of mediation ($500).

6) The parties understand that the mediator is not responsible for filing the Mediated Agreement with the Family Court. This filing can be done by the parties themselves or they can contract with an attorney for that service.

7) The parties agree that if an appointment is cancelled without 24-hour advance notice this will count as one of their six meetings.

This AGREEMENT TO MEDIATE is signed by the parties and the mediator on this _____ day of _____, 20___.

_____
Mediator

_____ _____

_____ _____